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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

SBD APPAREL LIMITED,  
 a United Kingdom Company,

Plaintiff,

v.

STRONGHOUSE GYM LLC , a  
 Nevada company, TANNER MCBRIDE, an  
 individual, ERIC AYALA, an individual and  
 SCOTT MILLER,  
 an individual,

Defendants.

Case No.: 2:21-cv-00421-JAD-EJY

**Stipulated Consent Order**

ECF No. 39

STRONGHOUSE GYM LLC , a  
 Nevada company

Counter-Plaintiff,

v.

SBD APPAREL LIMITED,  
 a United Kingdom Company,

Counter-Defendant.

1 Plaintiff has brought an action against Defendants claiming design patent infringement,  
2 among other claims in the Amended Complaint. STRONGHOUSE GYM LLC has filed a  
3 Counterclaim against Plaintiff. In resolution of all claims made by the Parties, with consent  
4 from all parties, and without any admission of liability on the part of any party, the Court  
5 enters the following Order:

6 1. Defendants consent not to make, use, sell, offer for sale or import knee sleeves  
7 set forth below (irrespective as to color or fabric pattern) or knee sleeves substantially similar  
8 thereto:



9  
10  
11  
12  
13  
14  
15 Referred to as the “Accused Product.”

16 2. Defendants agree to pay Plaintiff a sum certain to settle all claims set forth in  
17 this case on or before February 1, 2022.

18 3. Defendants agree not to challenge the validity of U.S. Pat. No. D707,361 or  
19 seek re-examination, inter parties review, post grant review, or any other post-grant proceeding  
20 related to U.S. Pat. No. D707,361 that can be instituted at the U.S. Patent Trial and Appeal  
21 Board or elsewhere, unless SBD later alleges Defendants infringe U.S. Pat. No. D707,361 in  
22 subsequent litigation or in a subsequent cease-and-desist letter to Defendants.

23 4. Defendants agree to disclaim United States Patent No. D884,909 pursuant to 35  
24 U.S.C. § 253 on or before February 4, 2022.

25 5. The Parties agree to dismiss their respective claims set forth in the Amended  
26 Complaint and Counterclaims, or that are related to or arise out of any facts set forth therein,  
27 with prejudice.  
28

7. Defendants will surrender all remaining units of the Accused Product to Plaintiff for destruction on or before January 1, 2022. Plaintiff will bear the delivery or shipping costs to have the remaining units delivered from Defendants' location to a location of Plaintiff's choosing.

8. The terms of this Order apply to the Plaintiff, Defendants, and any related companies to these parties.

9. The Court will retain jurisdiction over this matter, including enforcement of the terms of the Parties' Confidential Settlement Agreement, this Order, and any determinations as to whether a product falls within their scope.

10. The parties must file a stipulated dismissal of all claims by February 25, 2022.

10. The parties must file a stipulated dismissal of all claims by February 25, 2022.

## IT IS SO ORDERED

United States District Judge  
January 25, 2022